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August 24, 1977

H. G. Homme, Jr.
Assistant Secretary
Interstate Commerce Commission
Washington, D.C.

RECORDATION NO. Filed & Recorded
AUG 29 1977-10 30 AM

RECORDATION NO. 8304-C Filed & Recorded

AUG 29 1977-10 30 AM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Homme:

I am forwarding to you the First Amendment to document #8304, Reconstruction and Conditional Sale Agreement among First Security Bank of Utah, N.A. and the Western Pacific Railroad Company, for recording under Section 20C of the Interstate Commerce Act.

Very truly yours,

BROBECK, PHLEGER & HARRISON

By

Edmund R. Manwell

ERM:jm

Enclosures

Countersignature Stephen Chiles

Interstate Commerce Commission
Washington, D.C. 20423

8/29/77

OFFICE OF THE SECRETARY

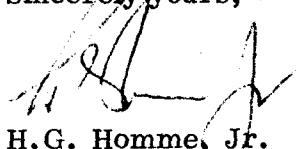
Edmund R. Manwell
Brobeck, Phleger & Harrison
One Eleven Sutter Street
San Francisco, California 94104

Dear

Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **8/29/77** at **10:30am**,
and assigned recordation number(s) **8304-C & 8304-D**

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. *8304-C* Filed & Recorded

AUG 29 1977-10 *20* AM

FIRST AMENDMENT TO
RECONSTRUCTION AND CONDITIONAL
SALE AGREEMENT

Dated as of March 1, 1976

Among

FIRST SECURITY BANK OF UTAH, N.A.

as Agent,

U.S. RAILWAY MFG. CO.,

FIRST SECURITY BANK OF UTAH, N.A.,

as Trustee

and

THE WESTERN PACIFIC RAILROAD COMPANY

This First Amendment to Reconstruction and Conditional Sale Agreement is executed as of March 1, 1976 among First Security Bank of Utah, N.A., as Agent, under a Finance Agreement dated as of March 1, 1976, U.S. Railway Mfg. Co., First Security Bank of Utah, N.A., not in its individual capacity but solely as Trustee under a Trust Agreement with San Francisco Financial #II and the Western Pacific Railroad Company.

1. Recitals. The parties are parties to a Reconstruction and Conditional Sale Agreement dated as of March 1, 1976 (the "Agreement"). The parties desire to amend the Agreement as set forth herein.

2. Amendments.

(a) The figure "24.7%" in Article 4, paragraph (a) on page 6 of the Agreement is deleted and the figure "25.17%" is substituted therefor.

(b) Schedule A to the Agreement is amended to read in its entirety as set forth in Schedule A to Reconstruction and Conditional Sale Agreement (Amended) attached.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

[Seal]
attest:

FIRST SECURITY BANK OF UTAH, N.A.,
as Agent

Title

By

Authorized officer

[Seal]
attest:

U.S. RAILWAY MFG. CO.

Title

By

Vice President-Sales

[Seal]
attest:

Title

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity,
but solely as Trustee

Wm. A. Eckert
Trust Administrator

By

[Signature]
Authorized officer

[Seal]
attest:

Title

THE WESTERN PACIFIC RAILROAD COMPANY

J. D. Brew
Corporate Secretary

By

[Signature]
Vice President-Finance

Schedule A to Reconstruction and
Conditional Sale Agreement
(Amended)

<u>Quantity</u>	<u>Designation</u>	<u>Railroad Road Numbers Prior to Reconstruction</u>	<u>Railroad Road Numbers Following Reconstruction (inclusive)</u>
134	50' 6" 70 Ton Box Car	WP 56176-56330	WP 64801-64934


Base Reconstruction Cost		Sum Payable to Lessee Under Hulk Purchase Agreement (Hulk Cost)		Base Price		Maximum Purchase	
<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>	<u>Total</u>	<u>Per Unit</u>		<u>Price</u>	
\$25,703.74	\$3,444,301.16	\$7,000	\$938,000	\$32,703.74		\$4,382,301.16	

Specifications -- As set forth in Western Pacific Railroad Company Purchase Order Number 31313, referring to Builders Quotation of December 4, 1975, Estimate 600, Builders letter of January 5, 1976 and Western Pacific Specification C-2-1975.

Point of Delivery of Equipment to Vendee: FOT Builder's reconstruction facility at Washington, Indiana.

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 22 day of March, 1979, before me personally appeared ROBERT S. CLARK, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of First Security Bank of Utah, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said association and that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was a free act and deed of said association.



Notary Public


[NOTARIAL SEAL]

My commission expires:

November 21, 1979.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 14th day of April, 1978, before me personally appeared Ralph E. Bell to me personally known, who, being by me duly sworn, says that he is the Vice President of U.S. Railway Mfg. Co., that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was a free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]

My commission expires: 4/19/79

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 3rd day of March, 1977, before me, personally appeared R. W. STUMBO, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President - Finance of THE WESTERN PACIFIC RAILROAD COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was a free act and deed of said corporation.

Diane Lorette Fafoutis
NOTARY PUBLIC

(NOTARIAL SEAL)

